



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

DIGEST OF RECENT VIRGINIA DECISIONS.

Supreme Court of Appeals.

Note.—In this department we give the syllabus of every case decided by the Virginia Supreme Court of Appeals, except of such cases as are reported in full.

PRESTON *v.* JOHNSON et al.

March 22, 1906.

[53 S. E. 1.]

1. Mortgages—Deed by Trustee under Deed of Trust—Recitals.—

Where a deed executed by a trustee under a deed of trust does not recite that there was any notice of the terms of sale, as required by the deed of trust, the validity of the trustee's deed is not affected by Va. Code 1904, § 3333a, providing that, whenever title to property claimed under a conveyance in execution of a sale under a deed of trust is called in question, if it appear from the face of the conveyance that the sale has been regularly made in accordance with the terms of the deed of trust, the conveyance shall be prima facie evidence that the sale was regularly made.

2. Same—Foreclosure—Sale—Notice.—Where a deed of trust authorized the trustee to sell the property after advertisement of the time, place, and terms thereof, a sale made after an advertisement containing no notice of the terms of sale is invalid.

[Ed. Note.—For cases in point, see vol. 35, Cent. Dig. Mortgages, § 1050.]

BEATTY *v.* BEATTY.

March 23, 1906.

[53 S. E. 2.]

Appeal—Decisions Reviewable—Interlocutory Decree.—In a suit for separate maintenance, an interlocutory decree awarding the plaintiff a pendente lite allowance for her support until the further order of the court, requiring the defendant to pay the costs of suit incurred by the complainant to date of decree, and referring the cause to a commissioner in chancery to inquire and report on the value of the property of the defendant, the amount of his income, and what would be a reasonable allowance to be paid for the support of the complainant and her child, was not appealable.